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**MASTER DEED
OF
BRIDGEPOINTE
HORIZONTAL PROPERTY REGIME**

DECLARANT:

**BRIDGEPOINTE CONDOMINIUMS, INC.,
A Kentucky Corporation,
7513 New LaGrange Rd
Louisville, KY 40222**

ADD DMP Record 10/16/2006 10:27:12 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R601	039	000	1263	0000	00

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

MASTER DEED FOR BRIDGEPOINTE CONDOMINIUMS

This Master Deed is made, published, and declared by BRIDGEPOINTE CONDOMINIUMS, INC., a Kentucky corporation (hereinafter referred to as "Declarant"), on this 20th day of July, 2006.

ARTICLE I.

ESTABLISHMENT OF HORIZONTAL PROPERTY REGIME

Section 1. General. The purpose of this Master Deed is to establish, pursuant to the Horizontal Property Act of the State of South Carolina, a multi-phased horizontal property regime to be known as BRIDGEPOINTE HORIZONTAL PROPERTY REGIME (hereinafter referred to as the "Regime" and/or "BridgePointe"). The land and improvements to be submitted to the provisions of the Horizontal Property Act and to the terms of this Master Deed are described in their totality herein. Declarant, by recording this Master Deed, publishes and declares that the condominium property improved by phases is done in accordance with the provisions of the Horizontal Property Act of the State of South Carolina, and in accordance with the covenants, restrictions, encumbrances, and obligations set forth or incorporated by reference in this Master Deed, all of which shall be deemed to be covenants and obligations running with the land.

Section 2. General Description of Plan of Development; Future Phases.

2.1 Declarant intends to develop the Property hereafter described as a multi-phased condominium regime containing a maximum total of one hundred ninety (190) Condominium Apartments. The first phase will contain one (1) building containing twenty-four (24) Condominium Apartments. Phase One also contains a community pool, pool house, and garbage dumpster/compactor enclosure, which are general common elements for use by the Owners. All of said buildings and common elements are shown on the Floor Plans and As-Built Survey.

2.2 The maximum number of Condominium Apartments in the remaining phases of the Regime shall be One hundred sixty-six (166), all as identified and described herein, which is the maximum number of Apartments in each phase of the development. Declarant's right to annex additional Condominium Apartments in the additional phases shall expire on May 31, 2030. Declarant hereby reserves the right, in its sole discretion, to elect to develop or not to develop and to submit or not to submit to condominium ownership any future Phase. An additional common element which will be contained in a future phase of the Regime is a lake, into which extends a pier and dock, although it is not anticipated that such lake and pier/dock will substantially increase the proportionate amount of the common expenses payable by existing unit owners. A chart used to calculate the percentage of interest in the common elements of each Condominium Apartment Owner in each Phase of the Regime is attached hereto as Exhibit "E".

2.3 Declarant also intends to construct a building at the rear of the Bridgepointe project which will contain condominium garage units to be purchased by and owned by Owners of Apartments in the Regime. The garage condominium units will be contained in a separate condominium regime, access to which will be over the common element driveways contained in the Bridgepointe Horizontal Property Regime.

Section 3. Rights and Obligations. The Owners shall have the full legal rights and be obligated as allowed or required by South Carolina law.

Section 4. Reservations. Declarant hereby reserves unto itself, its successors and assigns, the following options to be exercised at its sole discretion, to-wit:

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Sharon O. Burns
BEAUFORT COUNTY AUDITOR

4.1 To modify the design, construction, type, order, number, value, and location of the buildings or Condominium Apartments.

4.2 To annex the Condominium Apartments into the Horizontal Property Regime in any number of phases, with each phase including any number/combination of Condominium Apartments, in order to annex the maximum number of Condominium Apartments allowed in the Horizontal Property Regime.

ARTICLE II

CONDOMINIUM PROPERTY

Section 1. Condominium Apartments: Location and Description. Declarant does hereby, by duly executing this Master Deed, submit the land described in Exhibit "A," upon which: (a) one (1) apartment building (numbered 18) containing twenty-four (24) Condominium Apartments, identified as Condominium Apartments: 18-101 to 18-108, 18-201 to 18-208, and 18-301 to 18-308; (b) the community pool and pool house; and (c) garbage dumpster/compactor enclosure have been constructed, together with the improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to collectively as the "Phase 1 Property") to the provisions of the Horizontal Property Act of South Carolina, and does hereby state that it does hereby create, with respect to the Phase 1 Property, a Horizontal Property Regime that shall be known as **BRIDGEPOINTE HORIZONTAL PROPERTY REGIME**, which is to be governed by and subject to the provisions of this Master Deed and the provisions of the Horizontal Property Act of South Carolina.

That the improvements constructed on and forming part of the Phase 1 Property are constructed in accordance with the plot plan and floor plans identified as Exhibit "D" hereto and made a part hereof which plans are certified by a registered architect or engineer duly licensed to practice in the State of South Carolina, such certification attached hereto as Exhibit "G."

The Condominium Apartments are enclosed or will be enclosed within the following structures:

2.1 In Phase 1, there is one (1) apartment building numbered 18. In Building 18, there are twenty-four (24) Condominium Apartments of the following types: Twelve (12) two bedroom/two bath Condominium Apartments ("Hampton" Type Units) and twelve (12) three bedroom/three bath Condominium Apartments ("Allendale" Type Units). It is anticipated that upon completion of the Regime through the annexation of Phases Two and Three (or more phases if necessary to annex the total number of Condominium Apartments allowed in the Master Deed, up to a maximum of ten phases), there will only be Hampton (2BR) and Allendale (3BR) Type Condominium Apartments.

2.2 Each Hampton Type Condominium Apartment contains eleven hundred eleven square feet (1,111) square feet of heated space. Entrance into the Condominium Apartment is into a foyer, off the foyer is the kitchen, off the kitchen is the laundry/utility area, and off the foyer is the living/dining room and the first master bedroom. Off the living/dining room is the second master bedroom. The porch is located off the living/dining room. Off the master bedrooms are the master bathrooms and a closet. In the laundry/utility area there is a washer/dryer. The water heater and heating/ air conditioner is located off a hall closet. Bedroom number two (2) is off the foyer, and there is a second bath and a closet.

2.3 Each Allendale Type Condominium Apartment contains fifteen hundred sixty-one (1,561) square feet of heated space. Entrance into the apartment is into a foyer. Off the foyer is the kitchen, dining room, stairs, and living room. Off the living room is the master bedroom. Off the kitchen is a utility room containing a washer/dryer. The heating/air conditioner, and the water heater are located off the hallway. Off the master bedroom is the master bathroom. Off the master bathroom is a closet. The second bedroom is located off the foyer and contains a bathroom and closet. Off the third bedroom is a bathroom and a closet.

Section 3. Common Elements. The Common Elements, General or Limited, are exclusive of the Condominium Apartments, and are more fully shown on the As-Built Survey described in Exhibit "C" and on the Floor Plans attached as Exhibit "D" of this Master Deed.

3.1 The General Common Elements shall include without limitation the following, if present, to-wit:

(a) The land upon which the building containing the Condominium Apartments is situated; the Pool; the Pool House; the garbage dumpster/compactor facility; all elevators; paved parking areas; the walkways, the building area under roof except individual Condominium Apartments; and the remaining common elements surrounding the Condominium Apartments (excluding any Limited Common Elements, as hereinabove or hereinafter defined); and all easements, rights, and hereditaments appurtenant to the Land described in Exhibit "A;" and

(b) All improvements exclusive of the Condominium Apartments and Limited Common Elements, erected, or to be erected in the Project, including without limitation: (i) the roofs covering the buildings containing the Condominium Apartments, including shingles, roofing felt, sheathing, flashing, and other roofing materials; (ii) the exterior siding, fascia, sheathing, and building paper on the buildings enclosing the Condominium Apartments; (iii) the pipes, wires, conduits, pumps, motors, and other equipment installed to provide utility service to the Condominium Apartments or to portions of the Common Elements, provided, however, that title to all water and sewer pipes, pumps, mains, and accessory equipment shall be, and hereby is reserved to Declarant, its successors and assigns for transfer to the governmental entity which provides water and sewer services to the Regime; (iv) the amenity areas, driveways, parking areas, street signs, storm draining, gutters, retaining walls, walkways, paths, trees, gardens, and landscaping located within the Regime; and (v) all other elements of the Condominium Property rationally of common use or necessary to its existence, maintenance, and safety.

3.2 The Limited Common Elements shall include the following, if present, to wit: the covered porches shown on the Floor Plans attached hereto and identified as Exhibit "D, which are adjacent to each Condominium Apartment, and all other common elements associated with more than one Condominium Apartment but not all of the Condominium Apartments.

ARTICLE III

DEFINITIONS

As used in this Master Deed and Bylaws and Exhibits attached hereto, and all amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

(1) "Assessment" or "Regime Fees" means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the Owners.

(2) "Association" means BridgePointe Condo Owners Association, Inc., a South Carolina non-profit Corporation, said entity is responsible for the operation of the Regime. During any period when a Management Agreement is in effect, any rights or responsibilities of the Association shall also be the rights and responsibilities of the Management Firm under said Management Agreement.

(3) "Association Properties" means such property as is owned by the Association from time to time in accordance with the terms of this Master Deed.

(4) "Board of Directors" or "Board" means the representative body responsible for administration of the Association.

(5) "By-Laws" means the By-Laws of the BridgePointe Condo Owners Association, Inc., as from time to time amended, a copy of which is attached hereto as Exhibit "F."

(6) "Common Elements" means the portions of the Condominium Property not included in the Condominium Apartments. Common Elements shall include the tangible personal property required for maintenance and operation of the Regime, even though owned by the Association.

(7) "Common Expenses" means the expenses for which the owners are liable to the Association.

(8) "Common Surplus" means the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over and above the amount of common expenses.

(9) "Condominium" means that form of ownership of Condominium property under which Condominium Apartments or improvements are subject to ownership by one or more owners, and there is appurtenant to each apartment, as part thereof, an undivided share in the common elements.

(10) "Condominium Document" means this Master Deed, the By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time.

(11) "Condominium Property" means and includes the Common Elements and Condominium Apartments in a particular phase of the Regime, and all easements and rights appurtenant thereto.

(12) "Condominium Apartment" or "Apartment" refers to each of the separate and identified Condominium Apartments delineated on the As-Built Survey attached to the Master Deed as Exhibit "C" and as more fully shown in the Floor Plans attached hereto as Exhibit "D." As further described in this Master Deed, there are Two (2) types of Condominium Apartments in the Regime: The 2BR/2BA Hampton Condominium Apartments and the 3BR/3BA Allendale Condominium Apartments.

(13) "Declarant" means Bridgepointe Condominiums, Inc., a Kentucky corporation, its successors and assigns.

(14) "Horizontal Property Act" means and refers to the Horizontal Property Act of the State of South Carolina, Title 27, Chapter 31, Code of Laws of South Carolina, 1976, (as amended) and all references to the "Horizontal Property Act" adopted and enacted from time to time.

(15) "Limited Common Elements" means and includes those common elements, which are reserved for the use of a certain Condominium Apartments, to the exclusion of all other Condominium Apartments, including but not limited to the covered porches shown on the Floor Plans of each Apartment.

(16) "Management Agreement" means and refers to that certain Agreement which provides for the management of the Condominium Property.

(17) "Management Firm" or "Manager" means and refers to the entity identified as the Management Firm in the Management Agreement, its successors and assigns. The Management Firm shall be responsible for the management of the Condominium property as provided in the Management Agreement.

(19) "Master Deed" means this instrument, as it may be from time to time amended.

(20) "Occupant" means the persons or persons, other than the apartment owner, in possession of, an Apartment.

(21) "Owner" means the owner of a Condominium Apartment or an undivided interest therein.

Unless the context otherwise requires all other terms in this Master Deed shall be assumed to have the meaning attributed to the said term by Horizontal Property Act of the State of South Carolina, Title 27, Chapter 31, Code of Laws of South Carolina, 1976 (as amended), as of the date of this Master Deed.

ARTICLE IV

BRIDGEPOINTE CONDO OWNERS ASSOCIATION, INC.

Section 1. Formation. *Each Condominium Apartment Owner shall be a member of the BridgePointe Owners Association, Inc. (hereinafter referred to as the "Association"), a South Carolina non-profit corporation existing under the laws of the State of South Carolina. The Association shall be managed by a Board of Directors.*

Section 2. By-Laws. *The affairs of the Association and the administration of the Condominium Property shall be governed by the provisions of this Master Deed and the By-Laws of the Association, a copy of which is attached hereto as Exhibit "F." The By-Laws of the Association may be amended from time to time, but only in the manner expressly provided therein.*

Section 3. Voting. *The voting rights of Owners shall be computed on the basis of each Owner's undivided interest in the Common Elements. The number of votes which each Unit shall be entitled to cast at any meeting of the Unit Owners shall be equal to the respective figure shown opposite each Apartment in Exhibit "E" attached hereto. Any motion shall carry if it receives the affirmative vote of more than a simple majority (51% or more) of Owners present (in person or by proxy) at a meeting, unless a different percentage or quorum is specified in this Master Deed or in the By-Laws.*

Section 4. Binding Effect. *All agreements, decisions, and resolutions legally made by the Association in accordance with the provisions of this Master Deed and the By-Laws shall be binding upon all Owners.*

Section 5. Management Firm. *The responsibility for administration of the Condominium Property may be delegated by the Association to a professional management firm. By proper resolution of the Association, such a management firm may be authorized to assume any of the functions, duties, and powers assigned to the Board of Directors in the By-Laws or in this Master Deed.*

Section 6. Conveyances. *The Association, through its Board of Directors, shall have the right to accept and to make conveyances of portions of the Condominium Property (other than Condominium Apartments) to correct surveying errors and to otherwise carry out the phasing and development plan for this project.*

ARTICLE V

CONDOMINIUM APARTMENT OWNERSHIP AND USE

Section 1. Ownership of Condominium Apartment. *Each Condominium Apartment, together with its undivided interest in Common Elements, shall constitute a separate parcel of real property, and each Owner shall be entitled to exclusive ownership and possession of the Condominium Apartment, subject to: (i) the provisions of this Master Deed and the easements, restrictions, covenants, and encumbrances set forth herein; (ii) the By-Laws of the Association, as they may be amended from time to time, together with the rules, regulations and resolutions that may be adopted by the Association or its Board pursuant to the By-Laws; and (iii) the Horizontal Property Act of the State of South Carolina.*

Section 2. Legal Description. *Each Condominium Apartment may be sufficiently described for purposes of deeds, mortgages, leases, and other conveyances by referring to its designated apartment number as shown on the Floor Plans and by reciting that it is part of the BridgePointe Horizontal Property Regime as established by this*

Master Deed. The conveyance of an individual Apartment shall be deemed to convey the undivided interest in Common Elements appurtenant to that Condominium Apartment. The ownership of an undivided interest in Common Elements appurtenant to a Condominium Apartment shall be inseparable from the Condominium Apartment and no such undivided interest may be conveyed or encumbered except as an appurtenance to the Condominium Apartment.

Section 3. Maintenance and Repair. The obligations of all Owners with regard to assessments for common expenses and the maintenance and repair of the individual Condominium Apartments are contained herein, in the By-Laws of the Association, and in the Horizontal Property Act, all of which are binding upon the Owners.

ARTICLE VI

COMMON ELEMENTS: OWNERSHIP AND USE

Section 1. Ownership of Common Elements. Each Owner shall own as an appurtenance of his Condominium Apartment the undivided interest in the Common Elements specified in Exhibit "E." The percentage interest set out therein represent the values of each Condominium Apartment in proportion to the total value of the Property. For the purposes of this instrument, the total value of the Property herein is Thirty Six Million Nine Hundred Twenty Thousand Dollars (\$36,920,000.00) for the maximum of one ninety hundred (190) Condominium Apartments in the Regime. The values for the individual Condominium Apartments are listed in Exhibit "E" hereto. The stated individual value for each Condominium Apartment indicated in Exhibit "E" shall not be deemed to establish or limit the price for which the Property or any Condominium Apartment may be sold or exchanged.

Section 2. No Partition. So long as this Master Deed has not been terminated in accordance with the provisions of Article XII, and so long as two-thirds (2/3) of the Condominium Property has not been substantially destroyed within the meaning of Article X below, the Common Elements shall remain undivided, and no Condominium Apartment Owner shall have the right to bring any action for partition or division.

Section 3. Use of Common Elements. Each Owner shall have the right to use the Common Elements for their intended purposes in common with all other Owners. Each Owner shall have also a non-exclusive easement appurtenant to his Condominium Apartment for ingress and egress over the Common Elements for access to and from his Condominium Apartment, which shall extend to the family members, guests, agents, and servants of the Owner. All rights to use and enjoy the Common Elements shall be subject to the provisions of the Horizontal Property Act, this Master Deed, the By-Laws of the Association, and all rules and regulations adopted by the Association pursuant to the By-Laws.

Section 4. Operation and Maintenance. The maintenance, repair, replacement, management, operation, and use of the Common Elements shall be the responsibility of the Association, and the expenses incurred for such purposes shall be assessed as Common Expenses. The Board may, however, delegate these duties to a Management Firm.

ARTICLE VII

COMMON EXPENSES

Section 1. Enumeration of Expenses. Each Owner shall bear in proportion to his respective interest in the Common Elements the following expenses:

1.1 Expenses incurred in operating, maintaining, improving, repairing, and replacing the Common Elements.

1.2 Expenses incurred in operating, maintaining, improving, repairing, insuring, replacing, etc., any amenities which may, in the sole discretion of the Declarant, be constructed or become a part of the Common

Elements at some time in the future.

1.3 Expenses incurred in administering the affairs of the Association including, salaries, wages, and any compensation paid to a Management Firm for such purpose.

1.4 Expenses incurred in providing public liability insurance and hazard insurance adequate to cover the Condominium Property, exclusive of the contents of Condominium Apartments and furnishings, as provided in Article IX of this Master Deed.

1.5 Contributions to provide sufficient reserves to make such general reserves to operate the Condominium Property and to administer the affairs of the Association.

1.6 Contributions to provide sufficient reserves to make such major repairs or replacements to the Common Elements as may be required from time to time.

1.7 Any other costs related to the operation of the Condominium Property or administration of the affairs of the Association, and any valid charge against the Condominium Property as a whole.

1.8 Any assessment, fee or charge incurred by the Association on behalf of the Owners, pursuant to the provisions of any agreement benefiting all Owners (e.g., the right to use certain recreational facilities).

1.9 Costs allocated to the Association by the Myrtle Park Property Owners Association for maintenance and repair of the roads, lagoons, and lighting within Myrtle Park.

1.10 Usage fees payable by the Association on behalf of the Owners for the use of any recreational facilities or amenities which are not a part of the Common Elements.

1.11 Management fees and expenses.

Section 2. Assessments. All assessments of Common Expenses shall be fixed by the Board and made payable at such times as the Board determines.

Section 3. Liability of Owners. No Owner may exempt himself from liability for Common Expenses by waiving the use or enjoyment of the Common Elements, by abandoning his Condominium Apartment or by non-use thereof.

Section 4. Lien Upon Condominium Apartment. All assessments of the Association for the share of Common Expenses chargeable to any Condominium Apartment which are unpaid after becoming due shall constitute a lien against such Condominium Apartment, with or without the filing of a Notice of Lien in the Office of the Register of Deeds for Beaufort County, South Carolina, and such lien shall be superior to all other liens, except: (i) liens for property taxes in favor of any taxing authority; and (ii) duly recorded mortgages encumbering the Condominium Apartment. The lien of such assessments may be foreclosed by the Board acting in behalf of the Association in the same manner as a mortgage upon real property. In the event of foreclosure, the Owner shall be required to pay a reasonable rental during the pendency of the foreclosure action, and a receiver may be appointed to collect the rentals during such period. The Board, on behalf of the Association, may bring suit for judgment against the Owner in the amount of delinquent assessments. In the event an attorney is retained to represent the Association to collect or foreclose the assessment lien or to bring suit for a money judgment, a reasonable amount may be added to the sum due for attorney's fees and other costs of collection. The lien created by this Section shall cover rentals accruing during the pendency of the foreclosure action and any reasonable amount of attorney's fees and other costs of collection.

Section 5. Sales of Condominium Apartments. Upon the sale or conveyance of a Condominium Apartment, all unpaid assessments against a Condominium Apartment shall first be paid out of the sale price or by the purchaser

or grantee in preference over any other assessments, charges, or liens, except the following, the lien for taxes or special assessments which are unpaid.

Section 6. Foreclosure Purchaser. *If: (a) a purchaser acquires title at a foreclosure sale, or (b) where the mortgagee of any mortgage of record, then the unpaid assessments occurring during such period shall be deemed to be Common Expenses collectible from all Owners, including such mortgagee or foreclosure purchaser, its or his heirs, successors, and assigns. The provisions of this Section, however, shall not release any Owner from personal liability for unpaid assessments.*

Section 7. Records. *The Board, or a Management Firm which it employs, shall keep accurate and detailed records, in chronological order, of receipts and disbursements connected with the operation, administration, maintenance, repair, and replacement of the Condominium Property. Such records, together with the vouchers authorizing payments, shall be available for examination by the Apartment Owners at convenient hours on working days, with the appropriate hours being set and announced for general knowledge. The Board or the Management Firm may charge and collect a reasonable charge or fee for providing assessment information to prospective purchasers or their closing attorneys.*

ARTICLE VIII

RESTRICTIONS, COVENANTS, EASEMENTS

Section 1. Covenant to Comply with Restrictions and Obligations. *Each Owner by acceptance of a deed ratifies and covenants to observe on behalf of himself, his heirs, successors, and assigns, the following:*

1.1 *This Master Deed, the By-Laws, rules, regulations and resolutions of the Association, Board, or their representatives, as lawfully amended from time to time;*

1.2 *The covenants, restrictions, easement, and affirmative obligations contained in Book 2319 at Page 999, and all amendments to said documents.*

Section 3. Interval Ownership, Timesharing and Devices to Effect Interval Ownership Prohibited. *No time sharing or other forms of interval ownership, including, but not limited to that defined under the Vacation Time Sharing Act, a Vacation Multiple Ownership Act, as codified in Title 27, Chapter 32 of the South Carolina Code of Laws at the time this Master Deed is recorded, shall be permitted on the Property or any portion thereof.*

Section 4. Right of Access. *The Association shall have the right of access to each Condominium Apartment during reasonable hours and with reasonable notice for maintaining, repairing, or replacing any Common Elements located within or accessible through the Condominium Apartment or for making emergency repairs within the Condominium Apartment necessary to prevent damage to the Common Elements or to another Condominium Apartment. This easement and right of access may be exercised by the Board, by its agents and employees, or by a Management Firm to whom the responsibility of maintenance of the Common Elements has been delegated. Damages resulting to any Condominium Apartment because of such repairs shall be corrected promptly at the expense of the Association.*

Section 5. Utility Easements. *The Condominium Property is subject to easements for the installation, operation, maintenance, repair and replacement of all utilities serving the Condominium Apartments and the Common Elements, including (but not limited to) electric, telephone, cable television, water and sewer lines. The Board of Directors of the Association may grant easements and relocate existing easements for installation of utilities if such easements are beneficial to the Owners or to the operation of the Condominium Property. If the location or nature of any utility easement is adverse to the Condominium Property or of doubtful benefit to the Owners, the Board may grant such easements only when authorized by a majority vote of the Association. The Association shall adopt reasonable rules and regulations regarding the installation of satellite dishes upon the Common Elements, and*

such rules and regulations shall be binding upon the Owners and Occupants.

Section 6. Additional Easements. In addition to any easements of record, the Condominium Property shall be subject to the following easements:

(a) Each Condominium Apartment shall have non-exclusive easements in and to the Common Elements for support and for the maintenance and repair of such Condominium Apartment;

(b) If any Common Element now or hereafter encroaches upon any Condominium Apartment, or if any Condominium Apartment now or hereafter encroaches upon any other Condominium Apartment or Common Element, a valid easement for such encroachment and the maintenance thereof, as long such encroachment continues, does and shall exist. Minor encroachments by and Condominium Apartment or Common Elements upon any other Condominium Apartment or Common Element due to construction or to the partial or total destruction and subsequent rebuilding of the improvements, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist;

(c) Each Owner and Declarant, its successors and assigns, shall have an easement in common with all of the Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Condominium Apartments or Common Elements which serve his Condominium Apartment. Each Condominium Apartment and Common Element shall be subject to an easement in favor of the Owners of all of the other Condominium Apartments and Declarant to use, repair, replace and maintain the pipes, ducts, cables, wires, conduits, public utilities and other Common Elements serving such other Condominium Apartments and located in such Condominium Apartments;

(d) Declarant shall have and hereby retains for itself, its successors and assigns, together with its guests, tenants, licensees and invitees, an easement to maintain one (1) or more model Condominium Apartments and business and sales and rental offices in the Regime to enable Declarant or its designee(s) to market, sell and re-sell Condominium Apartments and to rent available Condominium Apartments on a transient basis to members of the general public. In particular, until: (i) all Condominium Apartments in the Regime and any horizontal property regime established by Declarant or any successor, assign or affiliate thereof of any of the Additional Land have been sold and conveyed; and (ii) Declarant records an instrument in the Office of the Register of Deeds for Beaufort County, South Carolina, expressly terminating such easement, Declarant shall have a non-exclusive easement in, over and through the Common Elements for the purpose of conducting any of such activities. In connection therewith, Declarant or its designee(s), including its guests, tenants, licensees and invitees, may place signs in or around the Common Elements and may use any of the Common Elements or portions thereof for marketing and rental purposes, in combination with or to the exclusion of all other uses, and shall have a non-exclusive easement and right of pedestrian and vehicular access and ingress and egress over, across, in and to those portions of the Common Elements as are necessary or appropriate for the conduct of such activities. Owners, other than Declarant, are prohibited from placing signs in or around the Common Elements;

(e) Declarant shall have and hereby retains a non-exclusive easement for access for vehicles, construction equipment, and pedestrian usage on, over and across the driveways and parking areas within the Common Elements for use by Declarant and its successors and assigns, and for the use and benefit of its contractors, subcontractors, sub-subcontractors, material suppliers, and any other workers employed in connection with the development and construction of improvements within, upon or under the Additional Land, which may or may not be annexed into the Regime as a future phase thereof. Such easement shall exist and remain in effect until (i) all Condominium Apartments in the Regime and in any horizontal property regime established by Declarant or any successor, assign or affiliate thereof upon any of the Additional Land have been sold and conveyed; and (ii) Declarant records an instrument in the Office of the Register of Deeds for Beaufort County, South Carolina, expressly terminating such easement.

(f) Declarant shall have and hereby retains for itself, its successors and assigns, an easement and right of ingress and egress in and to and to install, repair, maintain and replace utility lines in, under, over and across those

portions of the Common Elements which are necessary or convenient to Declarant for the development and construction of: (i) additions and improvements to the Regime, and (ii) additions and improvements to any of the Additional Land which may not be annexed into the Regime;

(g) Declarant shall have and hereby retain for itself, its successors and assigns, and for the Association an easement over, under, above and through the Common Elements, as may be required for conduits, ducts, plumbing, wiring and other facilities necessary for the furnishing of utility services to the Condominium Apartments and the Common Elements;

(h) Declarant shall have and hereby retains for itself, its successors and assigns, including all of the Owners, a non-exclusive easement for ingress and egress over, through, and across such driveways, sidewalks, paths, stairways, lanes and other rights-of-way serving the Condominium Apartments and the Common Elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over, through and across such paved portions of the Common Elements as may be necessary to provide reasonable vehicular access thereto; provided, however, that the latter easement shall not give or create in any person the right to park upon any portion of the Common Elements not designated as a parking area by the Board of Directors. In the event that any of said easements for ingress and egress shall be encumbered by any mortgage, leasehold, or other lien, other than those on the entire Regime, such mortgages, leaseholds, or other liens shall hereby be subordinate to the use rights of any Owner whose Apartment is not also encumbered by said mortgage, leasehold or other lien;

(i) Declarant shall have and hereby retains for itself, its successors and assigns, the right, in perpetuity, for the benefit of the Regime, the project, or any adjacent property or other property owned or operated by Declarant or any successor, assign, or affiliate thereof, to utilize and to grant easements over, across and under the Common Elements for vehicular and pedestrian access to, as well as the non-exclusive right to use and enjoy on the same terms and conditions as apply to Owners of Condominium Apartments in the Regime, said Common Elements [including the recreational facilities, if any]), and for utilities, sanitary and storm sewers, security or other types of monitors, cable television lines, walkways, roadways and rights-of-way, and to relocate or to realign any existing easements or rights-of-way, over, across and under the Common Elements, including without limitation, any existing utilities, sanitary lines, sewer lines and cable television lines, and to connect the same over, across and under the Common Elements, provided that such utilization, easements, relocations and connections of lines shall not materially and permanently impair or interfere with the use of any Apartment. In addition, the Association, through the Board, is authorized to give, convey, transfer, cancel, relocate and otherwise deal with any and all utility and other easements now or hereafter located on or affecting the Project; and

(j) Declarant further reserves for itself, its successors and assigns, the right to establish such additional easements, reservations, exceptions and exclusions or to relocate any existing easements, as Declarant, in its sole discretion, deems necessary or appropriate and in the best interests of the Owners and the Association in order to serve the entire Regime and the Additional Property.

ARTICLE IX

INSURANCE

Section 1. Hazard Insurance. *The Board shall insure the Condominium Property against loss or damage due to fire and lightning, with extended coverage, in an amount equal to the maximum insurable replacement value of the Condominium Property as determined by its annual appraisal. The Board shall have the authority also to insure against other hazards and risks, as it may deem desirable for protection of the Condominium Property. All hazard insurance shall cover the entire Condominium Property, exclusive only of the contents and furnishings of the individual Condominium Apartments.*

1.1 All hazard insurance policies obtained by the Board shall designate the Board as the named insured as Insurance Trustee for the benefit of all Owners and their mortgagees collectively, as their respective interests may appear. In the event of loss or damage, all insurance proceeds shall be paid to the Board as Insurance Trustee under the provisions of the hazard insurance policies obtained by the Board.

1.2 All hazard insurance policies shall provide for the issuance of Certificates of Insurance to each Owner. Each Certificate shall evidence the issuance of the Master Policy and shall indicate the amount of insurance covering the building within which the respective Apartment is located. If a Condominium Apartment is mortgaged, a Certificate of Insurance shall be issued to the mortgagee bearing a standard mortgagee endorsement, if requested.

1.3 If obtainable, all hazard insurance policies upon the Condominium Property shall include provisions waiving: (i) any rights of the insurer to subrogation against the Association, its agents and employees, and against the individual Owners and their servants, agents, and guests; and (ii) any rights of the insurer to contribution from hazard insurance purchased by the Owners upon the contents and furnishings of their condominium apartments.

Section 2. Flood Insurance. The Board shall obtain flood insurance as required by applicable law.

Section 3. Public Liability Insurance. The Board may obtain comprehensive public liability insurance with limits and provisions as it deems desirable and as may be obtainable. All such policies shall contain severability of interest clauses or endorsements extending coverage to liabilities of the Association to an individual Owner and to liabilities of one Owner to another Owner.

Section 4. Worker's Compensation Insurance. The Board, as necessary, shall obtain Worker's Compensation insurance to meet the requirements of law.

Section 5. Premiums. All premiums upon insurance policies purchased by the Board shall be assessed as Common Expenses.

Section 6. Substitution of Insurance Trustee. The Board, in its discretion, may decline to serve as Insurance Trustee and may appoint in its place any financial institution which is qualified and willing to act as Trustee and which also has offices in Beaufort County, South Carolina. Any substitute Insurance Trustee appointed by the Board shall succeed to all of the powers and responsibilities vested in the Board as Insurance Trustee under the terms of this Master Deed.

ARTICLE X

RECONSTRUCTION AND REPAIR

Section 1. Reconstruction. In the event of casualty loss or damage to the Condominium Property, the Board shall be responsible for applying the proceeds of all casualty insurance to the repair or reconstruction of the Condominium Property in accordance with the provisions of this Article. Reconstruction or repair shall be mandatory unless two-thirds (2/3) or more of the Condominium Property is destroyed or substantially damaged. If two-thirds (2/3) or more of the Condominium Property is destroyed or substantially damaged, the insurance indemnity received by the Board shall be distributed prorata to the Condominium Apartment Owners and their mortgages jointly in proportion to their respective interests in the Common Elements, unless otherwise unanimously agreed by the co-owners. The remaining portion of the Condominium Property shall be subject to an action for partition at the suit of any Condominium Apartment Owner or lienor as if owned in common. In the event of suit for partition, the net proceeds of sale, together with the net proceeds of insurance policies, shall be considered one fund and distributed pro-rata among all Condominium Apartment Owners and the holders of Mortgages in proportion to their respective interests in Common Elements. If less than two-thirds (2/3) of the Condominium Property is destroyed repairs shall be conducted in the following manner:

1.1 Any reconstruction or repair must follow substantially the original plans and specifications of the Condominium Property unless the Owners holding seventy-five percent (75%) or more of the total interest in Common Elements and their mortgagees, if any, vote to adopt different plans and specifications and all Condominium Apartment Owners whose Condominium Apartments are affected by the alterations unanimously consent.

1.2 The Board shall promptly obtain estimates of the cost required to restore the damaged property to its condition before the casualty occurred. Such costs may include professional fees and premiums for bonds as the Board deems necessary.

1.3 If the insurance proceeds paid to the Board are insufficient to cover the cost of reconstruction, the deficiency shall be paid as a special assessment by the Owners whose Condominium Apartments are directly affected by the damage in proportion to the damage to their respective Condominium Apartments.

1.4 The insurance proceeds received by the Board and any special assessments collected to cover a deficiency in insurance shall constitute a construction fund from which the Board shall disburse payment of the costs of reconstruction and repair. It shall be presumed that the first disbursements from the construction fund are insurance proceeds; and if there is a balance in the fund after payment of all costs of reconstruction and repair, it shall be distributed to the Condominium Apartment Owners who paid special assessments in proportion to their payments. Any balance remaining after such distribution shall be that of the Association.

Section 2. Insurance Trustee. In the event of a casualty loss to the Condominium Property, all insurance proceeds indemnifying the loss or damage shall be paid to the Board as Insurance Trustee. The Board, acting as Insurance Trustee, shall receive and hold all insurance proceeds in trust for the purposes stated in this Article, and for the benefit of the Association, the Owners, and their respective mortgagees in the following shares:

2.1 Insurance proceeds paid on account of loss or damage to the Common Elements only shall be held in the same proportion as the undivided interests in the Common Elements, which are appurtenant to each of the Condominium Apartments.

2.2 Insurance proceeds paid on account of loss or damage to less than all of the Condominium Apartments, when the damage is to be restored shall be held for the Owners of the damaged Condominium Apartments in proportion to the costs of repairing each damaged Condominium Apartment.

2.3 Insurance proceeds paid when the Condominium Property is not to be restored shall be held for the benefit of all Owners, the share of each being equal to the undivided share in Common Elements appurtenant to his Condominium Apartment.

Section 3. Adjustment. Each Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under policies purchased by the Association, subject to the rights of institutional mortgagees of such Owners.

ARTICLE XI AMENDMENTS

Section 1. By Owners. This Master Deed and the By-Laws may be amended from time to time at a duly held meeting of the Association by the affirmative vote of the Owners holding two-thirds (2/3) or more of the total interests in the Common Elements; provided, however, that no amendment shall alter the dimensions of a Condominium Apartment or its appurtenant interest in the Common Elements without the written consent of the Owner and the holders of mortgages, if any, affected by the proposed alteration. Duly adopted amendments shall become effective when an instrument setting forth the amendment has been executed and filed of record by the authorized Officers of the Association.

Section 2. By Declarant. In addition to the reservation of rights as provided in Article I, Section 2 hereof, Declarant may amend or supplement this Master Deed without the consent of the Association, any Owner, any easement holder, or any mortgagee, if, in Declarant's opinion, based on the advice of legal counsel, such amendment is necessary to: (a) correct any scrivener's errors; (b) bring any provision of the Master Deed into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination that is in conflict with any of the provisions of this Master Deed; (c) enable any reputable title insurance company to issue title insurance coverage with respect to any of the Apartments subject to this Master Deed; (d) enable any mortgage lender to make mortgage loans, which are secured by mortgage liens on the Apartments and which comply with such mortgage lender's guidelines; (e) enable any hazard insurer to provide insurance required by this Master Deed or by law; or (f) to clarify any provision of this Master Deed or eliminate any conflict between provisions of this Master Deed and the By-Laws or between such documents and the South Carolina Horizontal Property Act. Any such amendment need only be executed by Declarant.

ARTICLE XII.

TERMINATION

Section 1. Casualty or Condemnation. If two-thirds (2/3) or more of the Condominium Property is substantially destroyed or taken by condemnation, the Condominium Property may be removed from the provisions of this Master Deed and the Horizontal Property Act in accordance with Article X.

Section 2. Voluntary Termination. This horizontal property regime may also be terminated, removing the Condominium Property from the provisions of this Master Deed and the Horizontal Property Act, if the record owners holding title to the Condominium Apartments and the holders of mortgages upon the Condominium Apartments agree in a written instrument to termination unanimously or in such percentage as may then be required for termination by the Horizontal Property Act. Termination shall become effective upon recordation of such written instrument, duly executed by the requisite number of Apartment Owners and holders of mortgages upon them.

Section 3. Ownership After Termination. After termination of this horizontal property regime, the Condominium Apartment Owners shall own the Condominium Property as tenants in common in undivided shares and the holders of mortgages and liens upon the Condominium Apartments shall have mortgages and liens upon the respective undivided interests of the Condominium Apartment Owners. The undivided share of each tenant in common shall be the same as his undivided interest in the Common Elements prior to termination. Any asset of the Association, any funds held by the Board, and any insurance proceeds shall also be the property of the former Condominium Apartment Owners as tenants in common in the same undivided shares as their interest in Common Elements prior to termination. The costs incurred by the Board in connection with such termination shall be a Common Expense.

Section 4. Partition. After termination, the Condominium Property shall be subject to an action for partition by any Condominium Apartment Owner or by the owner of any mortgage or other lien, in which event the net proceeds from the judicial sale shall be divided among all Condominium Apartment Owners in proportion to their respective interests in the Common Elements and paid to each Apartment Owner and mortgage holders.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

Section 1. Conflicts. This Master Deed is made and declared in compliance with the Horizontal Property Act of the State of South Carolina. In the event of any Conflict between this Master Deed and the provisions of the Horizontal Property Act, the provisions of the Act shall control.

Section 2. Applicable Law. *The provisions of this Master Deed shall be construed under the laws of the State of South Carolina.*

Section 3. Invalidity. *The invalidity of any provisions of this Master Deed shall not impair the validity, enforceability, or effect of the remaining provisions, and, in such event, all other provisions shall continue in full force as if the invalid provisions had not been included.*

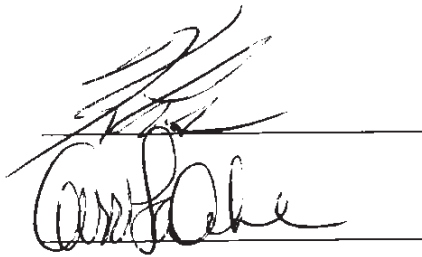
Section 4. Gender and Number. *The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.*

Section 5. Exhibits. *All exhibits to this Master Deed shall be an integral part of this Instrument.*

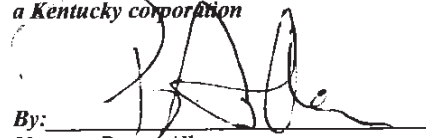
Section 6. Captions. *Captions are inserted in this Master Deed for convenience only and are not to be used to interpret the provisions of this instrument.*

IN WITNESS WHEREOF, *Declarant has executed this Master Deed in its name the day, month, and year first above written.*

WITNESSES:



BRIDGEPOINTE CONDOMINIUMS, INC.,
a Kentucky corporation




By: _____
Name: Roger Allen
Its: President

COMMONWEALTH OF KENTUCKY)
COUNTY OF JEFFERSON)

ACKNOWLEDGMENT

The foregoing instrument was sworn to and acknowledged before me on July 20, 2006, by Roger Allen, as President of Bridgepointe Condominiums, Inc., on behalf of said corporation, who is personally known to me.



Notary Public for Kentucky
My Commission Expires: May 7th, 2007

BRIDGEPOINTE HORIZONTAL PROPERTY REGIME

MASTER DEED

INDEX TO EXHIBITS

EXHIBIT	"A"	-	Property Description
EXHIBIT	"B"	-	Additional Property
EXHIBIT	"C"	-	As-Built Survey
EXHIBIT	"D"	-	Floor Plans
EXHIBIT	"E"	-	Schedule of Values and Percentage Interests
EXHIBIT	"F"	-	By-Laws of Bridgepointe Condo Owners Association, Inc.
EXHIBIT	"G"	-	Architect's or Engineer's Certificate
EXHIBIT	"H"	-	Mortgagee Joinder (Integra Bank National Association)

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EXHIBIT "A"

DESCRIPTION OF THE PHASE 1 PROPERTY

All those certain pieces, parcels or lots of land situate, lying and being in Beaufort County, State of South Carolina, and being designated as "Phase 1-A, 1.459 Acres" and "Phase 1-B, 0.163 Acres," on the plat of survey survey prepared by Andrews & Burgess, Inc., Gary Blair Burgess, South Carolina Professional Engineer & Registered Land Surveyor No. 15229, which plat is dated June 19, 2006, last revised July 20, 2006, entitled "AS BUILT SURVEY BRIDGEPOINTE CONDOMINIUMS, BLUFFTON PARKWAY, BEAUFORT COUNTY, SOUTH CAROLINA." Said plat is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 115 at Page 83.

EXHIBIT "B"

DESCRIPTION OF THE ADDITIONAL PROPERTY

All that certain piece, parcel or tract of land situate, lying and being in Beaufort County, South Carolina, and being designated as Parcel 4, containing 19.26 acres, more or less, as more fully shown on the plat of survey prepared by T-Square Group, Inc., Forrest F. Baughman, SCRLS No. 4922, dated February 2, 2000, entitled "Myrtle Plantation, The Same Being Shown as a Portion Parcel 33, Map 31, Dist 600, A Portion of the Lands Known as the H.D. Ulmer Tract Near the Town of Bluffton, Bluffton Township, County of Beaufort, State of South Carolina," which plat is recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 84 at Page 66.

LESS AND EXCEPT FROM PARCEL 4: ALL that certain piece, parcel or lot of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina and containing 0.04 acres, more or less, as shown on a plat dated March 27, 2001, entitled "Boundary Survey on a Pump Station Site," prepared by TGS Land Surveying, Thomas G. Stanley, Jr., SCRLS #18269, and the 20' ingress/egress easement leading thereto. For a more detailed description of said 0.04 acre parcel and said 20' easement as to metes, bounds and distances, reference may be made to said plat, which is recorded in Book 1480 at Page 2324 in the Office of the Register of Deeds for Beaufort County, South Carolina.

ALSO LESS AND EXCEPT: All those certain pieces, parcels or lots of land situate, lying and being in Beaufort County, State of South Carolina, and being designated as "Phase 1-A, 1.459 Acres" and "Phase 1-B, 0.163 Acres," on the plat of survey survey prepared by Andrews & Burgess, Inc., Gary Blair Burgess, South Carolina Professional Engineer & Registered Land Surveyor No. 15229, which plat is dated June 19, 2006, last revised July 20, 2006, entitled "AS BUILT SURVEY BRIDGEPOINTE CONDOMINIUMS, BLUFFTON PARKWAY, BEAUFORT COUNTY, SOUTH CAROLINA." Said plat is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 115 at Page 83.

EXHIBIT "C"

AS-BUILT SURVEY

That certain plat of survey prepared by Andrews & Burgess, Inc., Gary Blair Burgess, South Carolina Professional Engineer & Registered Land Surveyor No. 15229, which plat is dated June 19, 2006, last revised July 20, 2006, entitled "AS BUILT SURVEY BRIDGEPOINTE CONDOMINIUMS, BLUFFTON PARKWAY, BEAUFORT COUNTY, SOUTH CAROLINA," which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 115 at Page 83.

EXHIBIT "D"

**DEVELOPMENT AND CONSTRUCTION PLANS OF THE
BRIDGEPOINTE CONDOMINIUM PROJECT AND
OF THE PHASE 1 CONDOMINIUM APARTMENTS**

**THE DEVELOPMENT AND CONSTRUCTION PLANS FOR THE
BRIDGEPOINTE CONDOMINIUM PROJECT PREPARED BY TUCKER &
BOOKER, INC. ARCHITECTS ARE RECORDED IN THE OFFICE OF THE
REGISTER OF DEEDS FOR BEAUFORT COUNTY, SOUTH CAROLINA, IN
PLAT BOOK 115 AT PAGE 83.**

**THE FLOOR PLANS FOR BUILDING 18 CONTAINING THE APARTMENTS
IN PHASE 1 OF THE REGIME ARE ON PAGES A1.2A(a), A1.2A(b), and
A1.2A(c) THEREOF.**

EXHIBIT "E"

SCHEDULE OF ASSIGNED VALUES AND PERCENTAGE INTERESTS

PHASE 1

<u>NO. OF APARTMENTS</u>	<u>APARTMENT TYPE</u>	<u>ASSIGNED VALUE</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
<i>Twelve (12)</i>	<i>Hampton</i>	<i>\$176,000.00 Each</i>	<i>3.5772% Each</i>
<i>Twelve (12)</i>	<i>Allendale</i>	<i>\$234,000.00 Each</i>	<i>4.7561% Each</i>
<i>Totals:</i>			
<i>24 Apartments</i>		<i>\$4,920,000.00</i>	<i>100.00%</i>

The Assigned Value of each Hampton Type Unit in the Regime in Phase 1 and all future phases for purposes of this Exhibit is \$176,000.00, and the Assigned Value of each Allendale Type Unit in the Regime in Phase 1 and all future phases is \$234,000.00.

The Percentage Interest in the Common Elements appurtenant to each Condominium Apartment of the Regime shall, thereafter, be established in accordance with the following formula:

$$\frac{V}{E + A} = P$$

P = Percentage Interest of each Condominium Apartment

V = Assigned Value of such Condominium Apartment as set forth in this Exhibit "E"

A = Aggregate Assigned Value of all Condominium Apartments added to the Regime as provided in Article II of this Master Deed

E = Aggregate Assigned Value of existing Condominium Apartments in Regime

EXHIBIT "F"
BY-LAWS OF BRIDGEPOINTE CONDO OWNERS ASSOCIATION, INC.

BY-LAWS
OF
BRIDGEPOINTE CONDO OWNERS ASSOCIATION, INC.

ARTICLE I

PLAN OF OWNERSHIP

Section 1. HORIZONTAL PROPERTY REGIME. The Property (the term "Property" as used herein means and includes the land, the buildings, all improvements and structures thereon) located in Beaufort County, South Carolina, known as BRIDGEPOINTE HORIZONTAL PROPERTY REGIME, has been, by Master Deed, submitted to the provisions of the Horizontal Property Act of South Carolina, which said Property shall henceforth be known as the BRIDGEPOINTE HORIZONTAL PROPERTY REGIME (hereinafter referred to as "Regime").

Section 2. ASSOCIATION. In conjunction with the creation of the above described Regime, there also has been incorporated under the laws of the State of South Carolina an Association known as Bridgepointe Condo Owners Association, Inc. (hereinafter referred to as "Association").

Section 3. BY-LAWS APPLICABILITY. The provisions of these By-Laws are applicable to the Property and the Regime.

Section 4. PERSONAL APPLICATION. All present or future co-owners, tenants, future tenants, or their employees, or any other person who might use the facilities of the Property in any manner, are subject to the regulations set forth in these By-Laws and in the Master Deed establishing said Regime as they may be amended from time to time. The mere acquisition or rental of any of the Condominium Apartments (hereinafter usually referred to as "Apartments"), as defined in the Master Deed of the Property, or the mere act of occupancy of any of said Apartments will signify that these By-Laws, the provisions of the Master Deed, The Covenants as defined in ARTICLE VIII of the Master Deed and any authorized recorded amendments to the foregoing Master Deed are accepted and ratified, and will be complied with.

ARTICLE II
VOTING, MAJORITY OF CO-OWNERS QUORUM, PROXIES

Section 1. ELIGIBILITY. Any person who acquires title to an Apartment in the Regime shall be a member of the Association. There shall be one membership for each Apartment owned. Transfer of ownership of an Apartment, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested

in the transferee. If ownership is vested in more than one person, then all of the persons so owning such Apartment shall agree upon the designation of one of the Co-owners of such Apartment to act as a member of the Association. If ownership is vested in a corporation, partnership, limited liability company or other similar legal entity, said entity may designate an individual officer, partner or member of the entity to act as a member of the Association.

Section 2. VOTING. Voting shall be on a percentage basis and the percentage of the vote to which the co-owner is entitled is the percentage assigned to the Apartment in the Master Deed.

Section 3. MAJORITY OF CO-OWNERS. As used in these By-Laws, the term "majority of Co-owners" shall mean those Co-owners holding fifty-one (51%) percent or more of the total value of the Property, in accordance with the percentages assigned in the Master Deed, and any authorized amendments thereto.

Section 4. QUORUM. Except as otherwise provided in Section 6 and elsewhere in these By-Laws, the presence in person or by proxy of a majority of Co-owners as defined in Section 3 of this Article shall constitute a quorum.

Section 5. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

Section 6. MAJORITY VOTE. The vote of a majority of the Apartment Owners present at a meeting at which a quorum shall be present shall be binding upon all Apartment Owners for all purposes except where in the Master Deed or in these By-Laws, or by law, a higher percentage vote is required.

ARTICLE III

BRIDGEPOINTE CONDO OWNERS ASSOCIATION, INC.

Section 1. ASSOCIATION RESPONSIBILITIES. The Co-owners of the Apartments will constitute the Association of Co-owners (hereinafter usually referred to as "Association") who will have the responsibility of administering the Property, electing the Board of Directors and arranging for the management of the Property pursuant to an agreement containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of Co-owners.

Section 2. PLACE OF MEETINGS. Meetings of the Association shall be at such place, convenient to the Co-owners, as may be designated by the Association.

Section 3. ANNUAL MEETINGS. The annual meetings of the Association shall be held at the call of the President once a year during the month of September or at such other time as a majority of the Co-owners may agree upon. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The Co-owners may also transact such other business of the Association as may properly come before them.

Section 4. SPECIAL MEETINGS. It shall be the duty of the Secretary to call a special meeting of the Co-owners as directed by resolution of the Board of Directors, at the request by a majority of the Directors, or upon a petition signed by a majority of Co-owners and having been presented to the Secretary. A notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice except by consent of four-fifths (4/5) of the votes present, either in person or by proxy.

Section 5. FIRST MEETING. The first meeting of the Association shall be held within one hundred twenty (120) days from the date that seventy-five (75%) percent of the Apartments in the Regime, or the first Phase thereof as defined in the Master Deed, have been conveyed by the Declarant to individual Co-owners.

Section 6. NOTICE OF MEETINGS. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each co-owner of record, at least fifteen (15), but not more than forty-five (45) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 7. ADJOURNED MEETING. If any meeting of the Association cannot be organized because a quorum has not attended, the Co-owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. Upon the reconvening of said meeting a quorum shall be constituted if Co-owners holding at least 25% of the total value of the property in accordance with the percentages assigned in the Master Deed are present in person or by proxy at said reconvened meeting.

Section 8. ORDER OF BUSINESS. The order of business at all Annual Meetings of the Association shall be as follows:

- (a) Roll Call.
- (b) Proof of Notice of Meeting or Waiver of Notice.
- (c) Reading of Minutes of Preceding Meeting.
- (d) Reports of Officers.
- (e) Reports of Committees.
- (f) Election of Inspectors of Election.
- (g) Election of Directors.
- (h) Unfinished Business.

- (i) New Business.

The order of business at a Special Meeting of the Association shall include items (a) through (d) above, and thereafter; the agenda shall consist of the items specified in the notice of meeting.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. NUMBER AND QUALIFICATION. The affairs of the Association shall be governed by a Board of Directors (hereinafter referred to as the "Board") comprised of five (5) persons. Until succeeded by the Board Members elected by the Apartment Owners, Members of the Board of Directors need not be Apartment Owners. So long as the Declarant (as defined in the Master Deed) owns one or more Apartments, the Declarant shall be entitled to elect at least one member of the Board of Directors, who need not be an Owner. After the Declarant has conveyed all Apartments and is no longer entitled to elect one member of the Board of Directors, all Board Members shall be Apartment Owners.

Section 2. GENERAL POWERS AND DUTIES. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, or by these By-Laws, directed to be executed and done by the Association or individual Co-owners.

Section 3. SPECIFIC POWERS AND DUTIES. In addition to the general powers and duties referenced above, duties imposed by these By-Laws, or by resolutions of the Association, the Board shall be responsible for the following:

- (a) Compliance with all of the terms and conditions of the Master Deed and any amendments thereto and enforcement of same.

- (b) Care, upkeep and surveillance of the Property and the Common Elements.

- (c) Collection from the Co-owners (excluding the Declarant), at the time of the closing of the sale of each Condominium, at least two (2) month's estimated common expense assessments for the purpose of establishing a working capital fund for the Association. These funds shall be maintained for the use and benefit of the Association.

- (d) Establishment of the Annual Budget. The budget shall be distributed by the Board to all members of the Association at least thirty (30) days in advance of its effective date and at least thirty (30) days in advance of the Association's Annual Meeting. Notwithstanding the responsibilities and authority of the Board, the budget may be modified by the Association at the Annual Meeting or a Special Meeting

of the Association by a two-thirds (2/3) vote of the Co-owners present at such meeting, in person or by proxy.

(e) As a part of the annual budget described in (d) above, establishment and maintenance on behalf of the Association of an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Elements.

(f) Employment, dismissal and control of the personnel necessary for the maintenance and operation of the Common Elements.

(g) Collection of all assessments and fees from the Co-owners.

(h) Performing repairs caused by any natural disaster or man-made damage from the reserve account and any special assessment, or causing the same to be done.

(j) Obtaining of insurance for the Property, pursuant to the provisions hereof and the provisions of the Master Deed, or causing the same to be done as set forth in ARTICLE VIII hereof.

(k) Grant or relocate easements which are not inconsistent with the owners' full use and enjoyment of the common properties.

(l) Making of repairs, additions and improvements to or alterations of, the property and repairs to and restoration of the property in accordance with the other provisions of these By-Laws; provided, however, that the Board of Directors shall not undertake any repair covered by the warranty without the consent of a majority of the Apartment Owners.

(m) To make available, for inspection, upon request during normal working hours or under other reasonable circumstances, to Apartment Owners, the holders, insurers or guarantors of any first mortgage on any Condominium, current copies of the Master Deed, By-Laws, other Rules or Regulations pertaining to the Association, and the books, records and financial statements of the Association.

Section 4. MANAGEMENT AGENT. The initial management agent shall be Hilton Head Island Regime Management, Inc., which is an independent professional management company not affiliated with the Declarant, whose contract extends for a period of one (1) year from the establishment of the Regime. Thereafter, the Board may employ a management agent at the compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article. Any such management contracts shall be for a reasonable term and shall contain reasonable provisions regarding the right of the Association to terminate said contracts. Since an independent professional management company is being employed from the

outset, and if at any time during the management of the Property by this or some other professional management entity any holders, insurers or guarantors of mortgages on Apartments within the Regime shall require that professional management of Regime/Association matters be maintained, and the Association is so advised in writing, any decision thereafter by the Association to establish self management by the Association shall require the prior consent of Apartment Owners holding sixty-seven (67%) percent of the votes in the Association and the approval of holders holding mortgages on Apartments within the Regime which have at least fifty-one (51%) percent of the votes of all Apartments in the Regime subject to holder mortgages.

Section 5. FIRST BOARD OF DIRECTORS. The first Board of Directors consisting of five (5) members shall be designated by the Declarant. These appointments will be temporary and will continue only until the first annual meeting of the Apartment Owners held pursuant to the provisions of these By-Laws. If staggered terms are permissible under South Carolina law, at the first Annual Meeting of the Association, the initial term of office for two (2) members of the Board shall be fixed at three (3) years. The term of office of two (2) members of the Board shall be fixed at two (2) years, and the term of office of one (1) member of the Board shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the Board, his successor shall be elected to serve a term of three (3) years. If staggered terms are not permissible under South Carolina law, then all members of the Board shall serve one (1) year terms until such time as staggered terms are permissible, at which point, the above described staggered format shall be implemented. The members of the Board shall hold office until their successors have been elected and hold their first meeting. Any and all of said Board Members shall be subject to replacement, in the event of resignation or death, in the manner set forth in Section 6 of this Article. During the period in which the Declarant's designees constitute a majority of the Board of Directors, the Board of Directors shall not enter into any contract having a term which extends beyond the term of the Management Agreement with the management agent described in Section 4 above.

Section 6. VACANCIES. Vacancies in the Board of Directors caused by reason other than the removal of a member of the Board by a vote of the Association shall be filled by vote of the majority of the remaining members, even though they constitute less than a quorum; and each person so elected shall be a member of the Board until a successor is elected at the next meeting of the Association.

Section 7. REMOVAL OF MEMBERS OF THE BOARD. At any annual or special meeting of the Association duly called, any one or more of the members of the Board may be removed with or without cause by a majority of Co-owners and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed to the Association shall be given an opportunity to be heard at the meeting. No Board member shall continue to serve on the Board if

during the term of office, he shall cease to be an Owner (except as provided in Section 5 regarding Declarant's appointee).

Section 8. ORGANIZATIONAL MEETING. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Board at the meeting at which such Board members were elected by the Association, and no notice shall be necessary to the newly elected Board members in order to legally constitute such a meeting, providing a majority of the Board shall be present.

Section 9. REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board, but at least one (1) such meeting shall be held each fiscal year. Notice of regular meetings of the Board shall be given by the Secretary-Treasurer or other designated person, to each Board member, personally or by mail, express delivery service such as Federal Express, telephone, fax or telegraph, at least ten (10) days prior to the day named for such meeting.

Section 10. SPECIAL MEETINGS. Special meetings of the Board may be called by the President on three (3) days notice to each Board Member, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and the purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary-Treasurer in like manner and on like notice on the written request of at least two (2) Board members.

Section 11. WAIVER OF NOTICE. Before or at any meeting of the Board, any member of the Board may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any meeting of the Board shall be a waiver of notice by him of the time, place and purpose thereof. If all members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. BOARD QUORUM. At all meetings of the Board, a majority of the Board members shall constitute a quorum for the transaction of business, and acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there is less than a quorum present, the majority of the Board members present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. FIDELITY BONDS. The Board may require that any and all officers and employees of the Regime handling or responsible for Regime funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Regime.

Section 14. COMPENSATION. No member of the Board of Administrators shall receive any compensation from the Regime for acting as such.

Section 15. LIABILITY OF THE BOARD OF DIRECTORS. The members of the Board of Directors shall not be liable to the Apartment Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Apartment Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible for the original Board of Directors, who are members of or employed by Declarant to contract with Declarant and affiliated corporations without fear of being charged with self-dealing.

It is also intended that the liability of any Apartment Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors, shall be limited to such proportions of the total liability there under as his interest in the Common Elements bears to the interest of all Apartment Owners in the Common Elements. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board of Directors, or the managing agent, or the manager, as the case may be, are acting only as agent for the Apartment Owners and shall have no personal liability there under (except as Apartment Owners), and that each Apartment Owners' liability there under shall be limited to such proportion of the total liability there under as his interest in the Common Elements bears to the interest of all Apartment Owners in the Common Elements.

ARTICLE V

OFFICERS

Section 1. DESIGNATION. The principal officers of the Association shall be a President, a Vice President, and a Secretary-Treasurer all of whom shall be elected by and from the Board. The Board may appoint an Assistant Treasurer and Assistant Secretary, and such other officers as, in their judgment, may be necessary.

Section 2. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such

purpose. No officer shall continue to serve as such if, during his term of office, he shall cease to be an Apartment Owner.

Section 4. PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of a Regime or incorporated Association, including but not limited to the power to appoint committees from among the Co-owners from time to time as he may, in his discretion, feel appropriate to assist in the conduct of the affairs of the Association.

Section 5. VICE PRESIDENT. The Vice President shall take the place of the President and perform his duties when the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 6. SECRETARY-TREASURER. The Secretary-Treasurer shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board. He shall, in general, perform all the duties incident to the office of the Secretary and Treasurer.

ARTICLE VI

NOTICES

Section 1. DEFINITION. Whenever under the provisions of the Master Deed or of these By-Laws notice is required to be given to the Board of Directors, any manager or Apartment Owner, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Directors, such manager or such Apartment Owners at such address as appears on the books of the Association. Notice shall be deemed given as of the date of mailing.

Section 2. SERVICE OF NOTICE; WAIVER. Whenever any notice is required to be given under the provisions of the Master Deed, or law, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

OBLIGATIONS OF THE OWNERS

Section 1. ASSESSMENTS FOR COMMON EXPENSES. All Owners shall be obligated to pay the periodic assessments imposed by the Association to meet all Association common expenses, which shall include, among other things, liability insurance policy premiums and an insurance policy premium to cover repair and reconstruction work in case of hurricane, fire, earthquake and other hazards. The common expenses may also include such amounts, as the Board may deem proper for the operation and maintenance of the Property and any authorized additions thereto. Such may include without limitation, any amount for general working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. No less than thirty (30) days prior to the Annual Meeting, the Board shall furnish all Apartment Owners with a copy of the budget for the next fiscal year and shall likewise advise them of the amount of the common charges payable by each of them, respectively, as determined by the Board as aforesaid. Declarant will be liable for the amount of any assessment against completed Apartments within the Association which have not been sold, and Declarant shall have all voting rights attendant to the ownership of said Apartment until said Apartments are sold. Payment of the periodic assessment shall be in equal monthly or quarterly (as determined by the Board) installments on or before the first day of each month or quarter, as appropriate, or in such other reasonable manner as the Board shall designate.

The transfer of ownership of an individual Apartment within the Association shall carry with it the proportionate equity of that Apartment's ownership in the Association escrow or reserve account set aside to provide a contingency fund for the maintenance and repair of the Association Property.

Section 2. ASSESSMENTS TO REMAIN IN EFFECT UNTIL NEW ASSESSMENTS MADE. The omission by the Board of Directors before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Master Deed and By-Laws or a release of any Owner from the obligation to pay the assessments, or an installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed by the Board at a duly held Board meeting. Amendments to this paragraph shall be effective upon unanimous written consent of the Owners and their mortgagees. No Owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his Condominium.

Section 3. RECORDS. The Manager or Board of Directors shall keep detailed records of the receipts and expenditures affecting the General and Limited Common Elements and any other expenses incurred. Records and

vouchers authorizing the payments involved shall be available for examination by the Owner during reasonable business hours.

Section 4. DEFAULT IN PAYMENT OF ASSESSMENTS. The Board shall take prompt action to collect any assessments/regime fees due from any Apartment Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. In the event of default by any Apartment Owner in paying to the Board the assessments as determined by the Board, such Apartment Owner shall be obligated to pay a late charge of one and one-half (1½) percent of the delinquent amount per month on such unpaid common charge from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board in any proceeding brought to collect such unpaid common charges. The Board shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Apartment Owner, or by foreclosure of the lien on such Apartment granted by Section 27-31-210, Code of Laws of South Carolina, 1976. With regard to the subordinate nature of such liens as it relates to mortgages recorded prior to the recording of any evidence of such lien, the provisions of Section 27-31-210, Code of Laws of South Carolina, 1976, as amended, shall be controlling.

Section 5. STATEMENT OF ASSESSMENTS. The Board shall, for a reasonable fee, promptly provide any purchaser, Owner or mortgage lender of an Apartment so requesting the same in writing, with a written statement of all unpaid assessments/regime fees due from the Owner of that Condominium and the purchaser's liability therefore shall be limited to the amount as set forth in the statement. Any holder of a mortgage on an Apartment may pay any unpaid common charges payable with respect to such Apartment and upon such payment such mortgagee shall have a lien on such Apartment for the amounts paid of the same rank as the lien of his mortgage lien.

Section 6. MAINTENANCE AND REPAIR.

(a) Each Co-owner must perform work within his own Condominium, which, if omitted, would affect the Property in its entirety or in a part belonging to another co-owner, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of the Apartments and of those items described in Section 4 of Article V of the Master Deed, and of all other accessories and limited Common Elements appertaining or belonging to the Apartment shall be at the expense of the Co-owner.

(c) All maintenance, repair and replacement to the Common Elements as defined in the Master Deed, unless otherwise provided in the Master Deed, shall be made by the Board or its agent and shall be charged to all the Apartment Owners as a common expense, excepting to the extent that the same may be necessitated by the negligence, misuse or neglect of the Owner, in which such case the expense shall be charged to such Owner.

Section 7. WATER CHARGES AND SEWER RENTS. Water shall be supplied and sewer services shall be supplied to all Apartments and the Common Elements through one or more meters by the Broad Creek Public Service District and each Owner shall be required to pay for all charges for water consumed and sewer services in his Apartment and to the Common Elements, promptly after the bills for the same have been rendered.

Section 8. ELECTRICITY. Electricity shall be supplied by the public utility company serving the area directly to each Apartment through a separate meter and each Owner shall be required to pay the bills for electricity consumed or used in his Apartment. The electricity serving the Common Elements shall be separately metered, and the Board shall pay all bills for electricity consumed in such portions of the Common Elements, as a common expense.

Section 9. USE OF APARTMENTS - INTERNAL OR EXTERNAL CHANGES

(a) All Apartments shall be utilized for residential purposes only. This shall expressly include the right of the Owner to rent such Apartments to others for residential purposes in accordance with the provisions of Article V in the Master Deed and of Article XII of these By-Laws.

(b) An Owner shall not make internal structural modifications or alterations in his Apartment or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the President if no Management Agent is employed. The Association shall have the obligation to answer within thirty (30) days from the actual receipt of such notice and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

(c) An Owner shall make no changes or additions whatsoever to the exterior of the Apartment or to the General Common Elements, any stairs, porches or decks appurtenant thereto, or to any of the Limited Common Elements without prior written approval of the Board. The Board may also approve minor additions to landscaping and other exterior minor changes or additions of this nature which in its sole discretion will not interfere or conflict with the overall scheme and appearance of the common areas. If any changes as described herein are approved by the Board, the Owner requesting such change shall be totally financially responsible for the cost of such change and the incurred costs, if applicable, of the maintenance and repair of such change. The Board, through its agent, may include this additional maintenance cost in the periodic assessment for the Apartment in question.

Section 10. USE OF GENERAL COMMON ELEMENTS. Except as authorized by Section 9(c), an Owner shall not place or cause to be placed in the passages, parking areas, roads, or other General Common Elements any furniture, packages or obstructions of any kind. Such areas shall be held in common for the enjoyment of the Owners and shall be used for no

other purpose than for normal transit through or use of them and for normal vehicular parking.

Section 11. RIGHT OF ENTRY.

(a) An Owner shall grant the right of entry to the management agent or to any person authorized by the Board in case of any emergency originating in or threatening his Condominium, whether the co-owner is present at the time or not.

(b) An Owner shall permit other Owners, or their representatives, when so required, to enter his Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services such other Owner's Apartment, provided that such requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergency, the right of entry shall be immediate.

Section 12. RULES OF CONDUCT. In order to assure the peaceful and orderly use and enjoyment of the Apartments and Common Elements of the Association, the Association may from time to time adopt, modify, and revoke in whole or in part by a vote of the members present in person or represented by proxy whose aggregate interest in the common element constitutes two-thirds of the total interest, at any meeting duly called for the purpose, such reasonable rules and regulations, to be called Rules of Conduct, governing the conduct of persons on said property of the Association as it may deem necessary. Such Rules of Conduct, upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each owner by posting same with postage prepaid addressed to the owner at the last registered address of the owner and shall be binding upon all Apartment Owners and the occupants of Apartments in the Regime. The following shall constitute the initial Rules of Conduct for the Regime:

A. Each resident will conduct him/herself and require others he/she allows on the premises to conduct themselves in a manner that will not disturb or annoy other residents of the community. The resident will be held responsible for guests who violate policy. No shouting, stomping, slamming of doors, loud noise or music, littering, disorderly behavior or any other disruptive sounds or conduct shall be permitted at any time. The resident shall not conduct or permit any illegal activities within the Bridgepointe community.

B. Residents are required to observe a 15 mile-per-hour speed limit and all South Carolina traffic laws while on the property. Residents may not perform any vehicle maintenance on the property other than replacing a flat tire or changing a battery. Violators will be charged a \$30.00 fine. It is against federal law to dispose of oil or antifreeze on the ground or in trash, which will incur a \$100.00 fine for a first offense and a minimum \$500.00 fine and possible legal action from the EPA for a second offense. No trucks, moving vans, motorcycle or other vehicles are permitted to part on the grass or sidewalks. All vehicles must be road worthy, have

valid tags and be parked correctly. Vehicles not in compliance will be towed at the owner's expense without notice. All parking is first come, first served; no parking spaces are reserved. The condominium association is not responsible for vehicle security, regardless of cause nor for any vehicular damage, regardless of cause.

C. Boats, jet skis, trailers, RV's or other similar recreational vehicles are not permitted to be parked or stored in the community, except in enclosed garages.

D. All trash must be placed INSIDE the provided compactor. Leaving trash bags or litter on porches or anywhere else on the property is a violation of state health and fire codes and will incur a \$25.00 fine. All boxes must be flattened. Furniture and other items too large to fit in the compactor must be taken to a dumpsite. The compactor unit is for household garbage only.

E. Use of facilities, including swimming pool area, clubroom, recreation areas, and the lake shall be restricted to residents and residents' guests only. All use shall be at the user's risk. The pool is to be used by Bridgepointe owners and guests only. Pool rules are posted at the pool and will be enforced. Proper bathing attire must be worn; cutoffs are not acceptable. Parents are responsible for the actions of their children. No diapered children are permitted in the pool. Toys, floats, balls and recreational devices of any kind are not permitted in the pools. Only radios/CD/tape players equipped with individual earphones are permitted at the pool areas.

F. Each resident shall maintain and clean all porches, balconies, and other exterior areas reserved for the resident's private use. Only decorative items may be left on porches. No clothing, rugs, towels, cleaning supplies or other articles shall be stored, placed or hung on railings, bushes or anywhere else outside the condominium.

G. Sidewalks, stairways, and other common areas shall not be obstructed or used for any purpose other than passage. The Condominium Association has the right to impound any personal belongings left in these areas.

H. Waterbeds are permitted only in downstairs condominiums. The resident must submit proof of insurance to the condominium association prior to installing a waterbed.

I. No sign, illumination, advertisement, notice or any other lettering or equipment shall be exhibited, inscribed, painted, affixed or otherwise exposed on or at windows or the exterior of the building. No awning, television or radio antennas, writing or other projections shall be attached or extended from the wall of the building.

J. No firewood or flammable materials may be stored in the condominium, outside storage closet, or garages due to fire hazards. Kerosene heaters are not permitted to be used or stored in the

apartment or any other area of the property. Grills are not allowed on the porches or in close proximity to buildings due to mounted sprinkler heads and the risk of setting off such. Common areas are available for grilling and picnics. Residents\guests shall not store any items in the common areas of the property.

K. Plumbing fixtures shall not be used to dispose of paper towels, rags, garbage, sweepings, aquarium rocks or any other improper items that may cause damage or backups. Garbage disposal must be used 1) with running water and 2) to process only SMALL amounts of food. Please refrain from using the disposal to discard of shrimp shells, bones, grease or similar refuse.

L. The resident is required to have electricity supplied to the condominium at all times and to maintain a minimum temperature of 40 degrees to prevent frozen pipes and flooding.

M. For safety reasons, residents shall not put names on entryways, mailboxes or other locations.

N. Only vehicles with valid current tags issued by the State are allowed on Regime property. Go-carts, golf carts and similar vehicles are prohibited. Motorcycles and bicycles are allowed.

O. Residents\guests shall not run, play, ride bicycles or rollerblade in the parking areas or pool areas.

P. Pool furniture and their cushions are not to be moved or removed from the pool areas.

Q. Residents\guests must not throw food, trash, rocks or other debris in the lagoons.

R. Residents\guests shall exercise due respect for all in avoiding unnecessary noise or the use of radios, televisions, musical instruments and amplifiers that may disturb other residents.

S. Residents\guests shall not act so as to interfere unreasonably with the peace and enjoyment of the residents and guests of the other units in the Regime.

T. Residents\guests must park in designated spaces or designated areas, not on the lawns or grassed areas of the property. Vehicles in violation of the regulations will be subject to towing at the owner's expense.

U. Any tampering with or removal of light fixtures, bulbs or covers is strictly prohibited. Residents\guests will be responsible for any such damage.

V. Residents shall not maintain any pets that cause distress to co-owners through barking, scratching, biting or damaging of property. Guests are not permitted to have pets on property. **IN ADDITION, THE PET REGULATIONS APPROVED BY THE ASSOCIATION MUST BE COMPLIED WITH, WHICH PROHIBIT THE KEEPING OF CERTAIN TYPES OF DOGS AS INHERENTLY DANGEROUS AND POSING THE RISK OF HARM TO OTHERS OR THE PETS OF OTHERS. LEGAL ACTION WILL BE TAKEN TO ENFORCE SUCH REGULA-**

TIONS FOR THE PROTECTION OF RESIDENTS, OWNERS, AND THEIR PETS.

V. No owner, resident or lessee shall install vertical\horizontal blinds, draperies or shutters that do not have a white or off-white backing when visible from the exterior.

W. No Owner, resident or lessee shall install wiring for electrical or telephone installation, television or radio antenna, air conditioning units, satellite dishes or other similar antennae, or similar objects outside of his unit or which protrudes through the walls or the roof of his unit except as authorized by the Regime Board and except in accordance with the regulations which will be provided to the applicant by the Board (Satellite Dish Regulations).

X. Residents shall not post or install advertisements, posters or signs of any kind in or on the property except as authorized by the Regime Board.

Section 13. ABATEMENT AND ENJOINMENT OF VIOLATIONS BY APARTMENT OWNERS. The violation of any rules or regulations adopted by the Board or the breach of any By-Laws contained herein, or the breach of any provisions of the Master Deed, shall give the Board the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Apartment in which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Apartment Owner, any structure, thing or condition, that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and to recover the cost of such enforcement, including attorneys fees, and until such expense is recovered it shall be a lien upon said Apartment which lien shall be inferior to the lien of all prior Mortgages.

ARTICLE VIII

INSURANCE

The Board of Directors shall be required to obtain and maintain, as set forth below, in forms and amounts as hereinafter prescribed, without prejudice of the right of the co-owner to obtain additional individual insurance at his own expense:

(1) Hazard Insurance. The Board of Directors shall insure the Property, as it may be constituted from time to time, against loss or damage due to fire, windstorm, lightning, and flood, with extended coverage, in an amount not less than the maximum insurable replacement value of the Property as determined by the Board upon recommendation made by the Regime's insurer, it being understood that the Board, at its discretion, may have an appraisal made of the Property for this purpose, or in the amount reasonably obtainable as it relates to the flood coverage. The Board of Directors shall have the authority also to insure against other hazards and risks as it may deem desirable for protection

of the Property. All hazard insurance shall cover the entire Property, exclusive only of the contents and furnishings of the individual Apartments.

(a) All hazard insurance policies obtained by the Board of Directors shall designate the Board of Directors as the named insured as Insurance Trustee for the benefit of all the Owners and their mortgagees collectively, as their respective interests may appear. In the event of loss or damage, all insurance proceeds shall be paid jointly to the Board of Directors as Insurance Trustee under the provisions of this Master Deed, it being understood and acknowledged that the distribution of such proceeds shall be controlled by the Horizontal Property Act and the provisions of this Master Deed.

(b) All hazard insurance policies obtained by the Board of Directors shall provide for the issuance of Certificates of Insurance to each Owner. Each Certificate shall evidence the issuance of the Master Policy and shall indicate the amount of insurance covering the building within which the respective Apartment is located. If an Apartment is mortgaged, a Certificate of Insurance shall be issued to the mortgagee bearing a standard mortgagee endorsement, if requested.

(c) If obtainable, all hazard insurance policies upon the Property shall include provisions waiving (i) any rights of the insurer to subrogation against the Association, its agents and employees, and against the individual Owners and their servants, agents, and guests; and (ii) any rights of the insurer to contribution from hazard insurance purchased by the Owner upon the contents and furnishings of their Apartments.

(d) Each Mortgagee of which the Board has notice as herein provided shall be entitled to receive upon request a statement of the replacement value as determined in paragraph 1 above. If any such Mortgagee disagrees with the values assigned to the Property by such determination and presents an appraisal prepared at such Mortgagee's expense showing higher values which has been performed by a qualified appraiser, then the Board shall either adopt the higher value or shall cause a reappraisal to be made by a qualified appraiser approved by the Board and by the appraisers who conducted the prior appraisals and the findings of the third appraiser shall be conclusive to determine such value for insurance purposes.

(e) Each hazard insurance policy shall contain a loss payee provision designating the interest of the various mortgagees as to the various Apartments within the Regime which are covered by the Master Policy. Such policies shall also provide that they shall not be cancelled without giving thirty (30) days prior written notice to all such mortgagees about which the insurer has been given written notice.

(2) Public Liability Insurance. The Board of Directors shall obtain comprehensive public liability insurance with limits and provisions as it deems desirable and as may be obtainable. All such

policies shall contain severability of interest clauses or endorsements extending coverage to liabilities of the Association to an individual Owner and to liabilities of one Owner to another Owner.

(3) Worker's Compensation Insurance. The Board of Directors, as necessary, shall obtain Worker's Compensation Insurance to meet the requirements of law.

(4) Premiums. All premiums upon insurance policies purchased by the Board of Directors shall be assessed as Common Expenses to be paid by the Apartment Owners through periodic assessment as herein provided.

(5) Adjustment. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association, subject to the rights of mortgagees of such Owners.

(6) Insurance by Apartment Owners. Each Owner shall be responsible for obtaining, at his sole expense, insurance covering the personal property, wall coverings, decorations, and furnishings within his own Apartment and the additions and improvements made by him to the Apartment. Each Owner shall also be responsible for obtaining, at his own expense, insurance covering his liability for the safety of the premises within his Apartment. All such insurance policies shall include, however, provisions waiving (i) any right of the insurer to subrogation claims against the Association and against individual Apartment Owners, as well as their agents, servants, employees, and guests; and (ii) any right of the insurer to contribution or pro-ratio because of the master hazard policy.

As set forth in Section 4 of Article V of the Master Deed, the Owner is responsible for any damage to his Apartment or another Apartment caused by his negligent action or inaction. If a claim is made against the Association's policy as a result of such negligence by an Owner, then the Board may make a determination to assess any non-reimbursable expenses, such as the deductible, attorney's fees, and the like, against the negligent Owner, and such assessment shall be collectible just as any other assessment described in Section 1 of Article VII.

(7) Substitution of Insurance Trustee. The Board of Directors, in its discretion, may decline to serve as Insurance Trustee and may appoint in its place any financial institution which is qualified and willing to act as Trustee and which also has offices in Beaufort County, South Carolina. Any substitute Insurance Trustee appointed by the Board of Directors shall succeed to all of the powers and responsibilities vested in the Board as Insurance Trustee under the terms of this Master Deed.

ARTICLE IX

RECONSTRUCTION AND REPAIR

In the event of casualty loss or damage to the Property, the Board of Directors shall be responsible for applying the proceeds of all casualty insurance to the repair or reconstruction of the Property in accordance with the provisions of this ARTICLE IX. Reconstruction or repair shall be mandatory unless two-thirds (2/3) or more of the Property is destroyed or substantially damaged. If two-thirds or more of the Property is destroyed or substantially damaged reconstruction shall not be mandatory and unless reconstruction is agreed upon by seventy-five (75%) percent or more of the Apartment Owners, the insurance indemnity received by the Board of Directors shall be distributed pro-rata to the Apartment Owners and their mortgagees jointly in proportion to their respective interests in Common Elements. The remaining portion of the Property shall be subject to an action for partition at the suit of any Apartment Owner or lienor as if owned in common. In the event of suit for partition, the net proceeds of sale, together with the net proceeds of insurance policies, shall be considered one fund and distributed pro-rata among all Apartment Owners and their mortgagees jointly in proportion to their respective interests in the Common Elements. If less than two-thirds (2/3) of the Property is destroyed or substantially damaged, then such Property shall be repaired in the following manner:

(1) Any reconstruction or repair must follow substantially the original plans and specifications of the Property unless the Apartment Owners holding seventy-five percent (75%) or more of the total interest in Common Elements and their mortgagees, if any, vote to adopt different plans and specifications and all Owners whose Apartments are being reconstructed or repaired unanimously consent to the adoption of such different plans and specifications.

(2) The Board of Directors shall promptly obtain estimates of the cost required to restore the damaged property to its condition before the casualty occurred. Such costs may include such professional fees and premiums for bids as the Board of Directors deems necessary.

(3) If the insurance proceeds paid to the Board are insufficient to cover the cost of reconstruction, the deficiency shall be paid as a special assessment by the Apartment Owners whose Apartments are being reconstructed or repaired in proportion to the damage done to their respective Apartments.

(4) The insurance proceeds received by the Board of Directors and the mortgagees, and any special assessments collected to cover a deficiency in insurance shall constitute a construction fund from which the Board of Directors and the mortgagees, shall disburse payment of the costs of reconstruction and repair. The first disbursements from the construction fund shall be insurance proceeds; and if there is a balance in the fund after payment of all costs of reconstruction and repair, it shall be distributed to the Apartment Owners who paid special assessments

in proportion to their payments. Any balance remaining after such distribution shall be retained by the Association.

ARTICLE X

INSURANCE TRUST

In the event of casualty loss to the Property, all insurance proceeds indemnifying the loss or damage shall be paid jointly to the Board of Directors as Insurance Trustee. The Board of Directors, acting as Insurance Trustee, shall receive and hold all insurance proceeds in trust for the purposes stated in this ARTICLE X, and for the benefit of the Association, the Apartment Owners, and their respective mortgagees in the following shares:

(1) Insurance proceeds paid on account of loss or damage to the Common Elements only shall be held in the same proportion as the undivided interests in the Common Elements which are appurtenant to each of the Apartments.

(2) Insurance proceeds paid on account of loss or damage to less than all of the Apartments, when the damage is to be restored, shall be held for the benefit of Apartment Owners of the damaged Apartments and their respective mortgagees in proportion to the costs of repairing each damaged Apartment.

(3) Insurance proceeds paid when the Property is not to be restored shall be held for the benefit of all Apartment Owners, and their respective Mortgagees the share of each being equal to the undivided share or interest in Common Elements appurtenant to the applicable Apartment.

(4) In the event a Certificate of Insurance has been issued to an Apartment Owner bearing a mortgagee endorsement, the share of the Apartment Owner shall be held in trust for the mortgagee and the Apartment Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except for insurance proceeds required by the loan documents to be paid jointly to the Apartment Owners and their respective mortgagees pursuant to the provisions of this Master Deed.

ARTICLE XI

MORTGAGES

Section 1. NOTICE TO BOARD. An Owner who mortgages his Apartment shall notify the Board through the Management Agent, if any, or the President if there is no Management Agent, of the name and address of his

mortgagee, and the Association shall maintain such information in a file entitled "Mortgages on Apartments" or in the individual Apartment file.

Section 2. NOTICE TO MORTGAGEE. The Board shall give reasonable advance written notice of the following events to all mortgagees of which it has notice or from which it receives a written request (the term "mortgagee" to include the holder, insurer or guarantor with respect to any such mortgage). Such written request must identify the name and address of the holder, insurer or guarantor and the Apartment number and address:

- (a) Any material change in the condominium documents;
- (b) Any unpaid assessments due the Association for over ninety (90) days from the Owners (mortgagors) of the Apartment.
- (c) Any default by the Owner (mortgagor) of an Apartment in the performance of such Owners' obligations under the Master Deed and associated condominium documents when such default is not cured within sixty (60) days.
- (d) Any notice of special or annual meetings of the Association.
- (e) Any condemnation loss or any casualty loss which affects a material portion of the Project or any Apartment on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (f) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (g) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in these By-Laws or in the Master Deed; and
- (h) Any proposed change from professional management of the Property to self-management of the Regime by the Association.

Section 3. STATEMENTS TO MORTGAGEE. Upon written request to the Association from any Mortgagee of which it has notice as herein provided, the Board, Manager or Management Agent shall supply such Mortgagee with a reasonably current financial statement of the Association within a reasonable time of such request. Moreover, if no audited current financial statements are available, the holders of fifty-one (51%) percent or more of first mortgages shall be entitled to have such an audited statement prepared at their expense.

ARTICLE XII

RESTRICTIONS UPON LEASES OF APARTMENTS

Section 1. LEASES. No Apartment Owner may lease his Apartment or any interest therein except by complying with the provisions of Section 2 of this Article.

Section 2. PROVISIONS IN LEASE. Any lease of any Apartment within the Association shall be for a use consistent with the use provisions of these By-Laws and shall provide that the terms and conditions of the Master Deed and all exhibits shall be complied with by the tenant and that the Association shall have the power to terminate such lease, and bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of default by the tenant in the performance of said lease, or failure by the tenant to perform an obligation in the Master Deed, By-Laws or Rules and Regulations. If an Owner leases his Apartment, such Owner shall provide a copy of the then current Rules and Regulations to his tenant and shall expressly include a provision in the written lease document cross referencing such Rules and Regulations as being applicable to the tenant.

ARTICLE XIII

AMENDMENTS

Section 1. REQUIREMENTS FOR AMENDMENTS. These By-Laws may be amended only:

A. By Declarant, without the consent of the Association, any Owner, any easement holder, or any mortgagee, if, in Declarant's opinion, based on the advice of legal counsel, such amendment is necessary to: (a) correct any scrivener's errors; (b) bring any provision of the By-Laws into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination that is in conflict with any of the provisions of these By-Laws; (c) enable any reputable title insurance company to issue title insurance coverage with respect to any of the Apartments subject to these By-Laws; (d) enable any mortgage lender to make mortgage loans, which are secured by mortgage liens on the Apartments and which comply with such mortgage lender's guidelines; (e) enable any hazard insurer to provide insurance required by these By-Laws or by law; or (f) to clarify any provision of these By-Laws or to eliminate any conflict between provisions of the Master Deed and these By-Laws or between these By-Laws and the South Carolina Horizontal Property Act; and

B. By: (i) vote of the Owners of at least a majority of the percentage interests allocated to the Apartments in Exhibit C attached to the Master Deed, or (ii) vote of at least two-thirds of the then-existing Board of Directors. If approval of a proposed amendment is sought per (i), then notice of the proposed amendment shall be given to the Owners in writing by the Association, and the notice shall contain

a general description of the proposed amendment and the purpose of the proposed amendment. If approval is sought in the manner set forth in (ii), then notice of the proposed amendment shall be given to the Board in writing by a Director proposing the amendment and shall contain a general description of the proposed amendment and the purpose of the proposed amendment. No amendment to these By-laws that imposes or reasonably could be construed to impose a greater economic or legal burden on Declarant than exists under the then current provisions of these Bylaws shall be valid unless it is approved, in writing, by Declarant, and no amendment of the By-Laws that is contrary to this statement shall be valid.

ARTICLE XIV

MISCELLANEOUS MATTERS

Section 1. GENDER; NUMBER. The use of the masculine gender in these By-Laws includes the feminine gender, and when the context requires, the use of the singular includes the plural.

Section 2. DEFINITIONS. The definitions contained in ARTICLE IV and elsewhere in the Master Deed also apply to these By-Laws.

Section 3. EXECUTION OF DOCUMENTS. The President or Vice President and Secretary or Assistant Secretary are responsible for preparing, executing, filing and recording amendments to the Master Deed and By-Laws, and shall be authorized to execute any other document which the Association may from time to time be required to execute.

Section 4. NOTICES. All notices required by these By-Laws shall be hand delivered or sent by mail to the Association at the address of the President; to Apartment Owners at the address of the Apartment or at such other address as may have been designated by such Apartment Owner from time to time in writing to the Association. All notices from or to the Association shall be deemed to have been given when mailed or delivered, except notice of changes of address which shall be deemed to have been given when received.

Section 5. CAPTIONS. The captions contained in these By-Laws are inserted as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision of the By-Laws.

Section 6. INVALIDITY. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 7. CONFLICTS. These By-Laws are set forth to comply with the requirements of the Horizontal Property Act of South Carolina, as amended. In the event of any conflict between these By-Laws and the

provisions of such Statute or the Master Deed, the provisions of such Statute or the Master Deed, as the case may be, shall control.

Section 8. WAIVER. No restriction, condition, obligation, or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the violations or breaches thereof which may occur.

Adopted this 20th day of July, 2006.


Secretary

EXHIBIT "G"

ARCHITECT'S CERTIFICATE

The undersigned, Robin L. Donhoff, a licensed architect, hereby attests to the best of my knowledge, information and belief that the floor plans of Bridgepointe Horizontal Property Regime described in EXHIBIT "C" to the Master Deed fully and accurately, within reasonable construction tolerances, depict the dimensions, area and location of each Unit contained within the Regime and the dimensions, area and location of the General and Limited Common Elements providing access to each Unit.

Signed this 24th day of July, 2006.

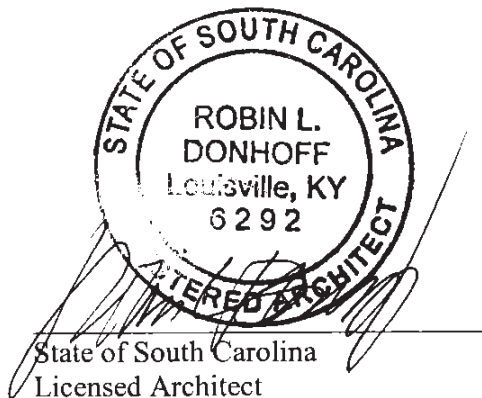


EXHIBIT "H"

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) MORTGAGEE JOINDER

INTEGRA BANK NATIONAL ASSOCIATION (the "Mortgagee") hereby joins in the execution of the Master Deed of Bridgepointe Horizontal Property Regime to confirm that the Master Deed to which this Mortgagee Joinder is attached has priority over and is superior to the lien of: (a) that certain "Open-End Mortgage, Assignment of Rents, Security Agreement and Fixture Filing" dated as of December 15, 2004, which is recorded in Book 2068, Page 991 in the Office of the Register of Deeds for Beaufort County, South Carolina, as amended in Book 2339 at Page 808, and which secures a loan in the amended principal amount of \$10,000,000.00; and (b) that certain "OPEN-END MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING," dated as of December 14, 2004, which secures a loan in the original principal amount of \$2,200,000.00, which was recorded on December 16, 2004, at 8:06 A.M. in Book 2068 at Page 1020 in the Office of the Register of Deeds for Beaufort County, South Carolina (said two mortgages being collectively referred to herein as the "Integra Mortgages"). Hereafter the Integra Mortgages only affect the Apartments in Bridgepointe Horizontal Property Regime and the Common Interests appurtenant thereto, as described in the attached Master Deed, and a foreclosure of either or both of the Integra Mortgages will only affect the Apartments as to which partial release payments have not been made to Mortgagee for releases from the lien of the Mortgage at the time of the institution of such foreclosure proceedings.

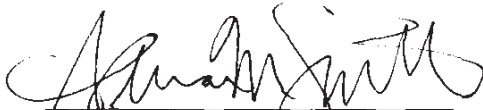
EXHIBIT "H"


EXHIBIT "H"

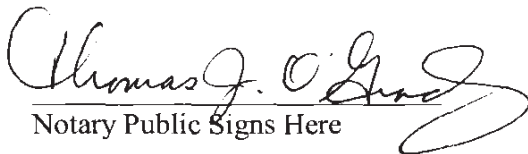
Signed this 27th day of July, 2006.


WITNESSES:

MORTGAGEE:
INTEGRA BANK NATIONAL
ASSOCIATION


First Witness Signs Here

By: 
Name: Lori A. Smith
Its: Vice President


Notary Public Signs Here

Attest: 
Name: Mark D. Anderson
Its: Senior Vice President

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 27th day of July, 2006, by Lori A. Smith and Mark D. Anderson, as Vice President and Senior Vice President, respectively, of Integra Bank National Association, a national banking association, on behalf of the national banking association.

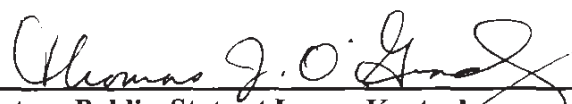

Notary Public, State at Large, Kentucky
My commission expires: September 1, 2008

EXHIBIT "H"